

RECORDATION NO.

6746-D FILED

ALVORD AND ALVORD

ATTORNEYS AT LAW

1600 K STREET, NW

SUITE 200

WASHINGTON, D.C.

20006-2973

(202) 393-2266

FAX (202) 393-2156

AUG 14 '00

4-12 PM

**SURFACE TRANSPORTATION BOARD**

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

August 14, 2000

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale dated as of January 4, 1993, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Equipment Purchase Agreement which was previously filed with the Commission under Recordation Number 6746.

The name and address of the party to the enclosed document are:

Seller: First Security Bank Utah, N.A.  
79 South Main Street  
Salt Lake City, Utah 84111

[Buyer: SLX Canada, Inc.]

A description of the railroad equipment covered by the enclosed documents is:

115 autoracks within the series CN 700650 - CN 700774

A short summary of the document to appear in the index follows:

Bill of Sale from First Security Bank of Utah, N.A. to SLX Canada, Inc. covering 115 autoracks within the series CN 700650 - CN 700774.

P5

Vernon A. Williams  
August 14, 2000  
Page Two

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee and cross-indexing fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/ar  
Enclosures

## BILL OF SALE

AUG 14 '00

4:12 PM

SURFACE TRANSPORTATION BOARD

First Security Bank of Utah, N.A. not in its individual capacity but solely as owner-trustee (hereinafter called the "Seller"), for valuable consideration paid by SLX Canada Inc. (hereinafter called the "Purchaser") at or before the execution and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and set over unto the Purchaser, its successors and assigns, its right, title and interest in the property described in Schedule A hereto (the "Equipment").

TO HAVE AND TO HOLD the above described property unto the Purchaser, its successors and assigns, for its and their own use and behoof, forever.

Such grant, bargain, sale, transfer and set over, as set forth hereinabove is pursuant to and in accordance with the provisions, terms and conditions of that certain Equipment Purchase Agreement dated as of January 17, 1992 (the "Agreement") by and between GATX Capital Corporation and Canadian National Railway Company, and the provisions, terms and conditions, including the representations and warranties made therein, of such Agreement are by this reference hereby incorporated herein and made a part of this Bill of Sale.

And the Seller hereby warrants unto the Purchaser, its successors and assigns that, as of the date hereof, the Seller has title to the aforesaid property and good and lawful right to sell the Equipment and dispose of said title, and the Seller, for itself, its successors and assigns, covenants that it will warrant and defend such title against all claims and demands whatsoever.

The Seller further warrants that the aforesaid property is free and clear of all claims, liens, charges, equities, mortgages, security interests and other encumbrances, arising by, through or under the Seller or the Lessor as defined in the Agreement, other than such claims, liens, charges, equities, mortgages, security interests and other encumbrances which Canadian National Railway Company has the duty to discharge under the Lease as that document is defined in the Agreement.

THE AFORESAID PROPERTY IS BEING SOLD HEREIN ON AN "AS IS, WHERE IS" BASIS. AND "WITH ALL FAULTS." EXCEPT AS SET FORTH HEREIN, THE LESSOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND EXPRESSLY DISCLAIMS LIABILITY FOR LOST PROFIT OR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR COMMERCIAL LOSSES AND ALL OTHER OBLIGATIONS OR LIABILITIES.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed in its name by its duly authorized representatives on this 4th day of January, 1993.

FIRST SECURITY BANK OF UTAH, N.A.  
not in its individual capacity but  
solely as owner-trustee

  
TRUST OFFICER

SCHEDULE A

<u>Type of Equipment</u>	<u># of Units</u>	<u>Identification Marks</u>
Tri-level autorack flatcars built by National Steel Car Limited in 1972.	115	CN 700650 CN 700652 CN 700654 to 700659 Inclusive CN 700661 to 700693 Inclusive CN 700695 to 700698 Inclusive CN 700700 to 700746 Inclusive CN 700748 to 700750 Inclusive CN 700752 CN 700754 to 700759 Inclusive CN 700762 to 700774 Inclusive

CANADA )

TO ALL WHOM THESE PRESENTS

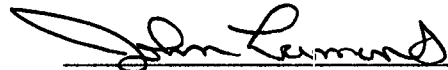
PROVINCE OF QUEBEC )

MAY COME, BE SEEN OR KNOWN

JUDICIAL DISTRICT )  
OF MONTREAL )

I, JOHN LAMONT, a Commissioner for Oaths in and for the Province of Quebec, by the authority thereof duly appointed, residing in the City of Montreal, in the District of Montreal, in the said Province, DO HEREBY CERTIFY that the paper writing, unto which this certificate is annexed, is a true and correct copy of a **BILL OF SALE** executed by **First Security Bank of Utah, N.A. on January 4, 1993 in favour of SLX Canada Inc.**, the same having been compared by me with the original document, an act whereof being requested I have granted under my hand and seal of office to serve and avail as occasion shall or may require.

DATED at Montreal, Quebec this 3rd day of August, 2000.



A Commissioner for Oaths in and  
for all judicial districts of the  
Province of Quebec, Canada

My Commission expires: September 14, 2001

Seal: **JOHN LAMONT**  
Commissioner for Oaths  
Commissaire à l'Assermentation  
Province of Quebec  
Expires September 14, 1995 2001